

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KLOS-FM Radio Assets, LLC		12/10/2010	LIMITED LIABILITY COMPANY: DELAWARE
Radio Networks, LLC		12/10/2010	LIMITED LIABILITY COMPANY: DELAWARE
Detroit Radio, LLC		12/10/2010	LIMITED LIABILITY COMPANY: DELAWARE
Radio Assets, LLC		12/10/2010	LIMITED LIABILITY COMPANY: DELAWARE
Minneapolis Radio Assets, LLC		12/10/2010	LIMITED LIABILITY COMPANY: DELAWARE
San Francisco Radio Assets, LLC		12/10/2010	LIMITED LIABILITY COMPANY: DELAWARE
LA Radio, LLC		12/10/2010	LIMITED LIABILITY COMPANY: DELAWARE
WBAP-KSCS Assets, LLC		12/10/2010	CORPORATION: DELAWARE
Dc Radio Assets, LLC		12/10/2010	LIMITED LIABILITY COMPANY: DELAWARE
WPLJ Radio, LLC		12/10/2010	LIMITED LIABILITY COMPANY: DELAWARE
Alphabet Acquisition Corp.		12/10/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	P.O. Box 2558		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77252		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	

900180975

TRADEMARK
REEL: 004450 FRAME: 0813

OP \$915.00 1656471

Registration Number:	1656471	THE 7TH DAY
Registration Number:	2424052	ALTITUDE
Registration Number:	1784508	AMERICAN COUNTRY COUNTDOWN
Registration Number:	3523307	AMERICAN COUNTRY COUNTDOWN WITH KIX BROOKS
Registration Number:	2894479	BEST COUNTRY AROUND
Registration Number:	3766410	CITADEL MEDIA
Registration Number:	3772401	DANCE GRAVITY
Registration Number:	3810730	DOUG FM
Registration Number:	2785109	EPREP
Registration Number:	2199737	FIVE O'CLOCK FUNNIES
Registration Number:	0548460	THE GOODWILL STATION
Registration Number:	1587153	HOT TALK
Registration Number:	3660004	JAZZ REFLECTIONS
Registration Number:	1417739	KLOS
Registration Number:	1565072	KQRS
Registration Number:	1465872	KSCS
Registration Number:	3744330	KSFO
Registration Number:	3384495	KXXR
Registration Number:	1610308	MORNING SHOW PREP
Registration Number:	2575236	NASHVILLE NOTES
Registration Number:	1766244	THE TOUCH
Registration Number:	2514992	THE VOICE OF SOUTHERN CALIFORNIA
Registration Number:	1464878	WBAP
Registration Number:	1642062	WBAP
Registration Number:	2692537	WDRQ
Registration Number:	3343521	WDVD
Registration Number:	1468632	WJR
Registration Number:	2203909	WJZW
Registration Number:	1440808	WKHX
Registration Number:	1422275	WMAL
Registration Number:	1424287	WPLJ
Registration Number:	1425167	WRQX
Registration Number:	2612686	WYAY
Registration Number:	2612685	WZZN
Registration Number:	1458726	Z-ROCK

Serial Number:

85172855

THE NERVE

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-7976

Email: ksolomon@stblaw.com

Correspondent Name: Mindy M. Lok, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:

509265/1541

NAME OF SUBMITTER:

Mindy M. Lok

Signature:

/ml/

Date:

01/11/2011

Total Attachments: 9

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of December 10, 2010 is made by KLOS-FM Radio Assets, LLC, a Delaware limited liability company, located at 3321 South LaCienega Blvd., Los Angeles, California, 90016, Radio Networks, LLC, a Delaware limited liability company, located at 13725 Montfort Dr., Dallas, Texas, 75240, Detroit Radio, LLC, a Delaware limited liability company, located at 3011 West Grand Boulevard, #800, Detroit, MI 48202, Radio Assets, LLC, a Delaware limited liability company, located at 7201 West Lake Mead Blvd., Suite 400, Las Vegas, Nevada, 89128, Minneapolis Radio Assets, LLC, a Delaware limited liability company, located at 2000 S.E. Elm Street, Minneapolis, Minnesota, 55414, San Francisco Radio Assets, LLC, a Delaware limited liability company, located at 900 Front Street, San Francisco, California, 94111, LA Radio, LLC, a Delaware limited liability company, located at 3321 South LaCienega Blvd., Los Angeles, California, 90016, WBAP-KSCS Assets, LLC, a Delaware corporation, DC Radio Assets, LLC, a Delaware limited liability company, located at 4400 Jenifer Street, N.W., Washington, DC, 20015, WPLJ Radio, LLC, a Delaware limited liability company, located at 2 Penn Plaza, 17th Floor, New York, New York, 10121, and Alphabet Acquisition Corp., a Delaware corporation, located at 142 West 57th Street, 11th Floor, New York, New York 10019 (collectively, the “Obligors”), in favor of JPMorgan Chase Bank, N.A., a national banking association, located at P.O. Box 2558, Houston, TX 77252, as Administrative Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement, dated as of December 10, 2010 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Citadel Broadcasting Corporation (“Borrower”), the Lenders, the Agent, Bank of America, N.A. and Deutsche Bank Trust Securities Inc., as Co-Syndication Agents, and Credit Suisse Securities (USA) LLC and Royal Bank of Scotland PLC, as Co-Documentation Agents.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and certain subsidiaries of Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of December 10, 2010, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligors pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligors have duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligors agree, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligors hereby pledge and grant a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Obligors' right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

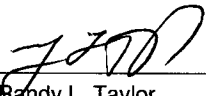
SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligors do hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

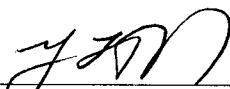
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

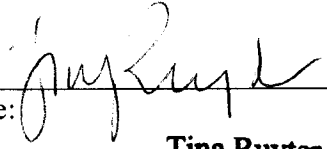
ALPHABET ACQUISITION CORP.

By: 
Name: Randy L. Taylor
Title: Senior Vice President and Chief Financial Officer
Date: December , 2010

DC RADIO ASSETS, LLC
DETROIT RADIO, LLC
KLOS-FM RADIO ASSETS, LLC
LA RADIO, LLC
MINNEAPOLIS RADIO ASSETS, LLC
RADIO ASSETS, LLC
RADIO NETWORKS, LLC
SAN FRANCISCO RADIO ASSETS, LLC
WBAP-KSCS ASSETS, LLC
WPLJ RADIO, LLC

By: 
Name: Randy L. Taylor
Title: Senior Vice President and Chief Financial Officer
Date: December , 2010

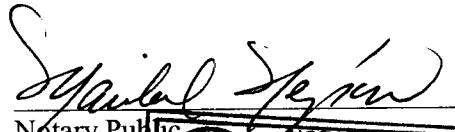
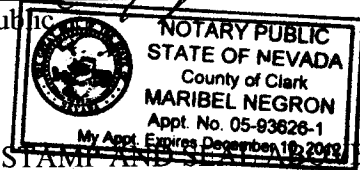
JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the Lenders

By: 
Name: _____
Title: **Tina Ruyter**
Date: **Executive Director**

ACKNOWLEDGMENT OF OBLIGORS

STATE OF Nevada)
) ss
COUNTY OF Clark)

On the 10th day of December, 2010, before me personally came
Randy L. Taylor, who is personally known to me to be the Senior Vice President & Chief Financial Officer of
Alphabet Acquisition Corp.; DC Radio Assets, LLC; Detroit Radio, LLC; KLOS-FM Radio
Assets, LLC; LA Radio, LLC; Minneapolis Radio Assets, LLC; Radio Assets, LLC; Radio
Networks, LLC; San Francisco Radio Assets, LLC; WBAP-KSCS Assets, LLC; and WPLJ
Radio, LLC; who, being duly sworn, did depose and say that she/he is the
Senior Vice President & Chief Financial Officer in such companies, the companies described in and which executed
the foregoing instrument; that she/he executed and delivered said instrument pursuant to
authority given by the Board of Directors of such companies; and that she/he acknowledged said
instrument to be the free act and deed of said companies.


Notary Public

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York)
) ss
COUNTY OF New York)

On the 9th day of December, 2010, before me personally came Tina Heyter, who is personally known to me to be the Executive Director of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Executive Director in such association, the association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such association; and that she/he acknowledged said instrument to be the free act and deed of said association.

E. C. Adderley

Notary Public

EDELINE C. ADDERLEY

NOTARY PUBLIC, STATE OF NEW YORK

NO. 01AD6079940 QUALIFIED IN BRONX COUNTY

CERTIFICATE FILED IN NEW YORK COUNTY

MY COMMISSION EXPIRES SEPT. 3, 2014

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

Title	Owner	Status	Class	Reg/App No.
7TH DAY, THE	KLOS-FM RADIO ASSETS, LLC	Registered	41 Int.	1,656,471
ALTITUDE	RADIO NETWORKS, LLC	Registered	35 Int.	2,424,052
AMERICAN COUNTRY COUNTDOWN	RADIO NETWORKS, LLC	Registered	41 Int.	1,784,508
AMERICAN COUNTRY COUNTDOWN WITH KIX BROOKS	RADIO NETWORKS, LLC	Registered	41 Int.	3523307
BEST COUNTRY AROUND	RADIO NETWORKS, LLC	Registered	38 Int., 41 Int.	2,894,479
CITADEL MEDIA	RADIO NETWORKS, LLC	Registered	035 Int	3766410
DANCE GRAVITY	RADIO NETWORKS, LLC	Registered	41 Int.	3772401
DOUG FM	DETROIT RADIO, LLC	Registered	38 Int.	3,810,730
EPREP	RADIO NETWORKS, LLC	Registered	41 Int.	2,785,109
FIVE O'CLOCK FUNNIES	KLOS-FM RADIO ASSETS, LLC	Registered	41 Int.	2,199,737
GOODWILL STATION, THE	RADIO ASSETS, LLC	Registered	35 Int.	548,460
HOT TALK	RADIO ASSETS, LLC	Registered	38 Int.	1,587,153
JAZZ REFLECTIONS	RADIO NETWORKS, LLC		41 Int.	3660004
KLOS	KLOS-FM RADIO ASSETS, LLC	Registered	38 Int.	1,417,739

Title	Owner	Status	Class	Reg/App No.
KQRS	MINNEAPOLIS RADIO ASSETS, LLC	Registered	38 Int.	1,565,072
KSCS	RADIO ASSETS, LLC	Registered	38 Int.	1,465,872
KSFO	San Francisco Radio Assets, LLC	Registered	38 Int.	3744330
KXXR	MINNEAPOLIS RADIO ASSETS, LLC	Registered	38 Int.	3,384,495
MORNING SHOW PREP	RADIO NETWORKS, LLC	Registered	42 Int.	1,610,308
NASHVILLE NOTES	RADIO ASSETS, LLC	Registered	41 Int.,42 Int.	2,575,236
TOUCH, THE	RADIO NETWORKS, LLC	Registered	38 Int.,41 Int.	1,766,244
VOICE OF SOUTHERN CALIFORNIA, THE	LA RADIO, LLC	Registered	38 Int.,41 Int.	2,514,992
WBAP	WBAP-KSCS ASSETS, LLC	Registered	38 Int.	1,464,878
WBAP & DESIGN	WBAP-KSCS ASSETS, LLC	Registered	16 Int.,21 Int.	1,642,062
WDRQ	RADIO ASSETS, LLC	Registered	38 Int.	2,692,537
WDVD	Radio Assets, LLC	Registered	38 Int.	3343521
WJR	RADIO ASSETS, LLC	Registered	38 Int.	1,468,632
WJZW	DC RADIO ASSETS, LLC	Registered	38 Int.	2,203,909
WKHX	RADIO ASSETS, LLC	Registered	38 Int.	1,440,808
WMAL	DC RADIO ASSETS, LLC	Registered	38 Int.	1,422,275
WPLJ	WPLJ RADIO, LLC	Registered	38 Int.	1,424,287
WRQX	DC RADIO ASSETS, LLC	Registered	38 Int.	1,425,167
WYAY	RADIO ASSETS, LLC	Registered	38 Int.	2,612,686

Title	Owner	Status	Class	Reg/App No.
WZZN	ALPHABET ACQUISITION CORP. (F/K/A ABC RADIO HOLDINGS, INC.))	Registered	38 Int.	2,612,685
Z-ROCK	RADIO NETWORKS, LLC	Registered	38 Int.	1,458,726
THE NERVE	RADIO NETWORKS, LLC	Pending	38 and 41 Int.	85/172,855